



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 21, 2006

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KENNETH F. KOZIK
HOLAND & KRUIGHT LLP
10 ST. JAMES AVENUE
BOSTON, MA 02116

**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 03/13/2006

REEL/FRAME: 017325/0840
NUMBER OF PAGES: 13

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

PHRASE TECHNOLOGIES, INC.

DOC DATE: 10/31/2005

ASSIGNEE:

2005 KEEL COMPANY, INC.
1 NORTH CASTLE DRIVE
ARMONK, NEW YORK 10504-1785

SERIAL NUMBER: 09827500

FILING DATE: 04/06/2001

PATENT NUMBER:

ISSUE DATE:

TITLE: WIRELESS INFORMATION RETRIEVAL

SERIAL NUMBER: 09562547

FILING DATE: 05/02/2000

PATENT NUMBER:

ISSUE DATE:

TITLE: INTELLIGENT DISCARD IN INFORMATION ACCESS SYSTEM

017325/0840 PAGE 2

SERIAL NUMBER: 10704225 FILING DATE: 11/06/2003
PATENT NUMBER: ISSUE DATE:
TITLE: PROSE FEEDBACK IN INFORMATION ACCESS SYSTEM

SERIAL NUMBER: 09562744 FILING DATE: 05/02/2000
PATENT NUMBER: ISSUE DATE:
TITLE: DATABASE ALIASING IN INFORMATION ACCESS SYSTEM

SERIAL NUMBER: 09563487 FILING DATE: 05/02/2000
PATENT NUMBER: ISSUE DATE:
TITLE: BOOTSTRAPPING IN INFORMATION ACCESS SYSTEMS

SERIAL NUMBER: 10080945 FILING DATE: 02/22/2002
PATENT NUMBER: ISSUE DATE:
TITLE: DIRECT NAVIGATION FOR INFORMATION RETRIEVAL

SERIAL NUMBER: 10835694 FILING DATE: 04/29/2004
PATENT NUMBER: ISSUE DATE:
TITLE: SOFTWARE TOOL FOR TRAINING AND TESTING A KNOWLEDGE BASE

SERIAL NUMBER: 10839829 FILING DATE: 05/05/2004
PATENT NUMBER: ISSUE DATE:
TITLE: SYSTEM AND METHOD FOR ELECTRONIC COMMUNICATION MANAGEMENT

SERIAL NUMBER: 10839930 FILING DATE: 05/05/2004
PATENT NUMBER: ISSUE DATE:
TITLE: WEB-BASED CUSTOMER SERVICE INTERFACE

SERIAL NUMBER: 10770295 FILING DATE: 02/02/2004
PATENT NUMBER: ISSUE DATE:
TITLE: INFORMATION RETRIEVAL

SERIAL NUMBER: 09562539 FILING DATE: 05/02/2000
PATENT NUMBER: 6711561 ISSUE DATE: 03/23/2004
TITLE: PROSE FEEDBACK IN INFORMATION ACCESS SYSTEM

SERIAL NUMBER: 09562548 FILING DATE: 05/02/2000
PATENT NUMBER: 6745181 ISSUE DATE: 06/01/2004
TITLE: INFORMATION ACCESS METHOD

SERIAL NUMBER: 09563802 FILING DATE: 05/02/2000
PATENT NUMBER: 6714905 ISSUE DATE: 03/30/2004
TITLE: PARSING AMBIGUOUS GRAMMAR

SERIAL NUMBER: 09914285 FILING DATE: 08/24/2001
PATENT NUMBER: 6794728 ISSUE DATE: 09/21/2004
TITLE: CAPACITIVE SENSORS IN VEHICULAR ENVIRONMENTS

05-03-2006 04:38PM FROM-Gates & Cooper LLP
RightFax

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ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

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Substitute Form PTO-1595
Attorney Docket No.: 103594.00001

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

Assistant Commissioner for Patents: Please record the attached original document(s) or copy(ies)	
1. Name of conveying party(ies): iPhrase Technologies, Inc. Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): 2005 Keel Company, Inc. 1 North Castle Drive Armonk, NY 10504-1785 Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:	
Execution Date: 10/31/2005	
4. Application number(s) or patent number(s) If this document is being filed with a new application, the execution date of the application is: A. Patent Application No(s): See Schedule A, attached B. Patent No.: See Schedule A, attached Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name/address of party to whom correspondence concerning document should be mailed: KENNETH F. KOZIK Holland & Knight LLP 10 St. James Avenue Boston, MA 02116	6. Total number of applications/patents involved: 14 7. Total fee (37 CFR §3.41): \$ 560.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to charge Deposit Account 8. Deposit Account No.: 50-2324 Please apply any additional charges, or any credits, to our Deposit Account No. 50-2324
DO NOT USE THIS SPACE	
9. Statement and Signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> Kenneth F. Kozik Reg. No. 36,572 Name of Person Signing  Signature 22 December 2005 Date	
Total number of pages including coversheet, attachments and document: 10	

CERTIFICATE OF MAILING BY FACSIMILE

I hereby certify under 37 CFR §1.8(a) that this correspondence is being faxed to the United States Patent and Trademark Office on the date indicated below.

December 22, 2005
Date of Deposit


Signature

Toni M. Sousa
Typed or Printed Name of Person Signing Certificate

3468279_v1

PATENT ASSIGNMENT

PATENT ASSIGNMENT made this 31st day of October, 2005 (this "Assignment"), between IPHRASE TECHNOLOGIES, INC., a Delaware corporation ("Assignor"), and 2005 KEEL COMPANY, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the registered patents and patent applications listed on Schedule A hereto, all patents which may issue therefrom, and all divisionals, reissues, substitutions, continuations, re-examinations and extensions thereof which may be pending in or granted by any patent office or forum throughout the world (referred to as the "Patents") and whereas Company owns all inventions disclosed and claimed in the Patents ("Inventions");

WHEREAS, Assignor has agreed in the Asset Purchase Agreement dated as of October 31, 2005 (the "Purchase Agreement") between Assignor and Assignee, to sell, assign, transfer, convey and deliver to Assignee all its right, title and interest in, to and under the Inventions and Patents;

WHEREAS, Assignee desires to purchase, acquire and accept all the right, title and interest of Assignor in, to and under the Inventions and Patents; and

WHEREAS, terms used herein but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee free and clear of all liens or other encumbrances all the right, title and interest of Assignor in, to and under:

(a) the Patents and Inventions, and all rights of priority resulting from the filing of the Patents;

(b) all goodwill associated with the use of or symbolized by the Patents;

(c) all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Patents; and

(d) all other rights, including common law rights, relating to the Patents in the United States, to the extent such rights exist,

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each to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

Assignor also hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, any foreign rights to the Inventions and Patents, in all countries of the world, including the right to file applications, prosecute, and obtain patents under any treaty including the International Convention for the Protection for Industrial Property, the Patent Cooperation Treaty, and of the European Patent Convention. Assignor agrees that this executed document is recordable evidence of such transfer and assignment and further agrees to perform at Assignee's expense, upon reasonable notice, such lawful acts and to execute any and all patent applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such foreign patent rights.

Upon the written request of Assignee and at Assignee's expense, Assignor hereby further agrees that Assignor will sign all lawful papers, execute all divisional, continuation, reissue, re-examination, and substitute applications, make all lawful oaths, and provide reasonable assistance to aid Assignee, its successors, assigns and nominees to facilitate the prosecution and maintenance of the Patents in all countries of the world.

2. Transfer. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Patents to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a patent included in the Patents.

3. Representations, Warranties and Indemnities. Neither Assignor nor Assignee makes any representations or warranties with respect to the Patents except as expressly set forth in the Purchase Agreement. Nothing in this Assignment is intended to impair or alter the rights of either Assignor or Assignee under the indemnification provisions set forth in Article VII of the Purchase Agreement.

4. Severability. If any term or provision of this Assignment is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Assignment shall nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Assignment is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

5. **GOVERNING LAW.** THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

6. **No Third-Party Beneficiaries.** This Assignment is not intended to confer upon any person other than the parties hereto any rights or remedies.

7. **Assignment.** Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of Law or otherwise by any of the parties without the prior written consent of the other parties. Subject to the preceding sentence, this Assignment will be binding upon, inure to the benefit of and be enforceable by, the parties and their respective successors and assigns.

8. **Amendments.** This Assignment may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

9. **Notices.** All notices hereunder shall be given as set forth in the Purchase Agreement.

10. **Headings.** The headings contained in this Assignment are for reference purposes only and shall not limit or otherwise affect the meaning or interpretation of this Assignment.

11. **Counterparts.** This Assignment may be executed in one or more counterparts (including by telecopy), all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

12. **Purchase Agreement Provisions.** This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed by their respective officers thereunto duly authorized as of the date first written above.

ASSIGNOR:

IPHASE TECHNOLOGIES, INC.,

by: 

Name:
Title:

ASSIGNEE:

2005 KERL COMPANY, INC.,

by: _____

Name:
Title:

(10/1/01)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed by their respective officers thereunto duly authorized as of the date first written above.

ASSIGNOR:

IPHRASE TECHNOLOGIES, INC.,

by: _____
Name:
Title:

ASSIGNEE:

2005 KEEL COMPANY, INC.,

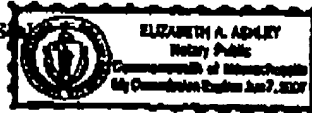
by: David L. Johnson
Name: David L. Johnson
Title: Director

[12531740]

STATE OF Massachusetts
COUNTY OF Middlesex

On the 28th day of October, 2005 before me personally came Daniel A. Heister to me known, who, being by me duly sworn, did depose and say that (s)he resides in Massachusetts; that (s)he is CFO of (Phrase Technologies, Inc., the corporation described in and which executed the above Assignment; and that (s)he signed [her] [his] name thereto on behalf of said corporation

Notarial Seal



Elizabeth A. Ashley 10/28/05

STATE OF _____)
COUNTY OF _____)

On the _____ day of October, 2005 before me personally came _____ to me known, who, being by me duly sworn, did depose and say that (s)he resides in _____; that (s)he is _____ of 2005 Keel Company, Inc., the corporation described in and which executed the above Assignment; and that (s)he signed [her] [his] name thereto on behalf of said corporation

Notarial Seal

(12111300)

STATE OF _____)
: ss.:
COUNTY OF _____)


On the _____ day of October, 2005 before me personally came _____ to me known, who, being by me duly sworn, did depose and say that [s]he resides in _____; that [s]he is _____ of iPhrase Technologies, Inc., the corporation described in and which executed the above Assignment; and that [s]he signed [her][his] name thereto on behalf of said corporation

Notarial Seal

STATE OF New York)
: ss.:
COUNTY OF Westchester)

On the 31st day of October, 2005 before me personally came David L. Johnson to me known, who, being by me duly sworn, did depose and say that [s]he resides in Ridge Hill, CT; that [s]he is a Director of 2005 Keel Company, Inc., the corporation described in and which executed the above Assignment; and that [s]he signed [her][his] name thereto on behalf of said corporation

Notarial Seal


MARK GOLDSTEIN
Notary Public, State of New York
No. 02G05051398
Qualified in Westchester County
Commission Expires November 5, 2009

{13511740}

Schedule A

Registered Patents

Country	Owner	Patent	Application No.	Registration No.	Filing Date	Registration Date
USA	iPhrase Technologies, Inc.	PROSE FEEDBACK IN INFORMATION ACCESS SYSTEM	09/562539	6,711,561 B1	May 2, 2000	March 23, 2004
USA	iPhrase Technologies, Inc.	INFORMATION ACCESS METHOD	09/562548	6,745,181 B1	May 2, 2000	June 1, 2004
USA	iPhrase Technologies, Inc.	PARSING AMBIGUOUS GRAMMAR	09/563802	6,714,905 B1	May 2, 2000	March 30, 2004
USA	iPhrase Technologies, Inc.	ACCESSING INFORMATION FROM A COLLECTION OF DATA	09/563803	6,704,728 B1	May 2, 2000	March 9, 2004

Patent Applications

Country	Owner	Patent	Application No.	Filing Date
USA	iPhrase Technologies, Inc.	WIRELESS INFORMATION RETRIEVAL	09/827500	April 6, 2001
USA	iPhrase Technologies, Inc.	INTELLIGENT DISCARD IN INFORMATION ACCESS SYSTEM	09/562547	May 2, 2000
USA	iPhrase Technologies, Inc.	PROSE FEEDBACK IN INFORMATION ACCESS SYSTEM	10/704225	Nov. 6, 2003
USA	iPhrase Technologies, Inc.	DATABASE ALIASING IN INFORMATION ACCESS SYSTEM	09/562744	May 2, 2000

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Schedule A

USA	iPhrase Technologies, Inc.	BOOTSTRAPPING IN INFORMATION ACCESS SYSTEMS	09/563487	May 2, 2000
USA	iPhrase Technologies, Inc.	DIRECT NAVIGATION INFORMATION RETRIEVAL	10/080945	Feb. 22, 2002
USA	iPhrase Technologies, Inc.	SOFTWARE TOOL FOR TRAINING AND TESTING A KNOWLEDGE BASE	10/835694	April 29, 2004
USA	iPhrase Technologies, Inc.	SYSTEM AND METHOD FOR ELECTRONIC COMMUNICATION MANAGEMENT	10/839829	May 5, 2004
USA	iPhrase Technologies, Inc.	WEB-BASED CUSTOMER SERVICE INTERFACE	10/839930	May 5, 2004
USA	iPhrase Technologies, Inc.	INFORMATION RETRIEVAL	10/770295	Feb. 2, 2004

Patent Applications (Foreign)

Owner	Patent	Serial No.	Filing Date	Claims the benefit of:
iPhrase Technologies, Inc.	INFORMATION RETRIEVAL	PCT/US2001/013623 [EP1402406A2]	April 27, 2001	09/563,803 filed on May 2, 2000
iPhrase Technologies, Inc.	INFORMATION RETRIEVAL	01930855.0 filed in the EP off of PCT/US2001/013623		09/563,803 filed on May 2, 2000
iPhrase Technologies, Inc.	INFORMATION ACCESS METHOD	PCT/US2001/013626 [EP1402407A2]	April 27, 2001	09/562,548 filed on May 2, 2000
iPhrase Technologies, Inc.	INFORMATION ACCESS METHOD	01928943.8 filed in the EP off of PCT/US2001/013626		09/562,548 filed on 5/02/00

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